

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 22 day of November, 2016, by and between **DANISE MATTINGLY ISAACS and JACK CURTIS ISAACS, wife and husband**, 1904 Clays Mill Road, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **TWO THOUSAND TWENTY-FIVE DOLLARS AND 00/100 (\$2,025.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Temporary Right-of-Way Construction Easement**  
**(a portion of 1904 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 124**

Return to:  
Charles E. Edwards III  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 262 feet north of the intersection of Rosemont Garden and Clays Mill Road, and more particularly described as follows:

Beginning at a point 33.85 feet right of Clays Mill Road at Station 191+20.93; thence North 23 Degrees 17 Minutes 38 Seconds East a distance of 66.00 feet to a point 34.20 feet right of Clays Mill Road at Station 191+86.93; thence South 59 Degrees 40 Minutes 22 Seconds East a distance of 14.40 feet to a point 48.48 feet right of Clays Mill Road at Station 191+85.09; thence South 15 Degrees 59 Minutes 25 Seconds East a distance of 10.34 feet to a point 54.99 feet right of Clays Mill Road at Station 191+77.05; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 20.85 feet to a point 54.88 feet right of Clays Mill Road at Station 191+56.20; thence North 80 Degrees 38 Minutes 01 Seconds West a distance of 9.11 feet to a point 46.02 feet right of Clays Mill Road at Station 191+54.06; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 34.67 feet to a point 45.84 feet right of Clays Mill Road at Station 191+19.39; thence North 59 Degrees 40 Minutes 22 Seconds West a distance of 12.09 feet to a point 33.85 feet right of Clays Mill Road at Station 191+20.93 and the POINT OF BEGINNING.

The above described parcel contains 0.024 acres (1,031 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Danise Mattingly Isaacs by deed dated April 30, 1993, of record in Deed Book 1672, Page 356, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the


commencement of construction of the project and will expire upon completion of the project.

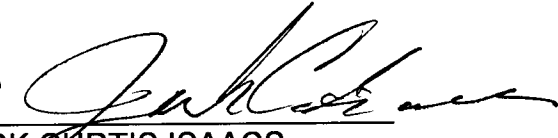
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 477-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.

GRANTORS:

  
DANISE MATTINGLY ISAACS

  
JACK CURTIS ISAACS

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

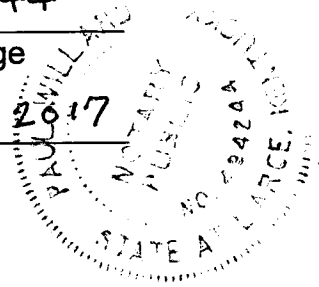
This instrument was acknowledged, subscribed and sworn to before me by Danise Mattingly Isaacs and Jack Curtis Isaacs, wife and husband, on this the 22 day of NOVEMBER, 2016.

*Paul White*

494244

Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 2017



PREPARED BY:

*Charles E. Edwards III*

CHARLES E. EDWARDS III  
Attorney  
Lexington-Fayette Urban County Government  
Department of Law, 11th Floor  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500

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**I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.**



**By: MELISSA STELTER ,dc**

**201611290259**

**November 29, 2016                      14:44:46      PM**

<b>Fees</b>	<b>\$20.00</b>	<b>Tax</b>	<b>\$ .00</b>
	<b>Total Paid</b>	<b>\$20.00</b>	

**THIS IS THE LAST PAGE OF THE DOCUMENT**

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